

1 Honorable Kymberly K. Evanson  
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UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

7 SHENZHEN ROOT TECHNOLOGY CO., LTD.,  
HONG KONG LUTE TECHNOLOGY CO.,  
LIMITED, AND SHENZHEN CONGLIN E-  
COMMERCE CO., LTD.,

8 Plaintiffs,

9 v.

10 CHIARO TECHNOLOGY Ltd.,

11 Defendant.

12 \_\_\_\_\_  
13 CHIARO TECHNOLOGY LTD.,  
Counterclaim Plaintiff,

14 v.

15 SHENZHEN ROOT TECHNOLOGY CO., LTD.,  
HONG KONG LUTE TECHNOLOGY CO.,  
LIMITED, SHENZHEN CONGLIN E-  
COMMERCE CO., LTD, SHENZHEN ROOT E-  
COMMERCE CO., LTD., SHENZHEN TPH  
TECHNOLOGY CO., LTD., SHENZHEN  
JINRUIXING TECHNOLOGY CO., LTD.,  
SHENZHEN LUTEJIACHENG NETWORK  
TECHNOLOGY CO., LTD., and SHENZHEN  
JINRUIHANG TECHNOLOGY CO., LTD.,

16 Counterclaim Defendants.

17 Case No. 2:23-cv-631

18 **JOINT STIPULATION TO DISMISS  
SHENZHEN JINRUIXING  
TECHNOLOGY CO., LTD.**

21 **STIPULATION OF DISMISSAL**  
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23 Pursuant to Federal Rules of Civil Procedure 41(a)(1)(A)(ii), Counterclaim Defendants  
24 Shenzhen Root Technology Co., Ltd., Hong Kong Lute Technology Co., Limited, Shenzhen

1 Conglin e-Commerce Co., Ltd., Shenzhen Lutejiacheng Network Technology Co., Ltd. and  
2 Shenzhen Jinruihang Technology Co., Ltd. (collectively, “Counterclaim Defendants”) and  
3 Counterclaim Plaintiff Chiaro Technology Ltd. (“Elvie” or “Counterclaim Plaintiff”) stipulate and  
4 agree as follows:

5 WHEREAS Elvie filed its Counterclaims on August 14, 2023, naming Plaintiffs Shenzhen  
6 Root Technology Co., Ltd., Hong Kong Lute Technology Co., Limited, and Shenzhen Conglin e-  
7 Commerce Co., Ltd. (collectively, “Plaintiffs”) as well as five additional entities, Shenzhen  
8 Lutejiacheng Network Technology Co., Ltd., Shenzhen Jinruihang Technology Co., Ltd.,  
9 Shenzhen Root E-Commerce Co., Shenzhen TPH Technology Co., and Shenzhen Jinruixing  
10 Technology Co., Ltd. as entities infringing Elvie’s Patents through the sale of several variations of  
11 wearable breast pumps under the tradename “Momcozy” (the “Accused Products”).

12 WHEREAS counsel for Plaintiffs agreed to accept service for Shenzhen Lutejiacheng  
13 Network Technology Co., Ltd. and Shenzhen Jinruihang Technology Co., Ltd.

14 WHEREAS Pan Silin’s declaration named the entity  
15 “Shenzhenshijinruixingkejiyouxiangongsi” (“Jinruixing”) as a subsidiary of Shenzhen Root  
16 Technology Co., Ltd. (“Shenzhen Root”) that was involved in the sale of the Accused Products  
17 through the third-party website, Amazon.com. *See* Dkt. #39 ¶ 10.

18 WHEREAS, upon investigation, Elvie determined through public records that the name  
19 “Shenzhenshijinruixingkejiyouxiangongsi” is tied to the corporate entity named in Elvie’s  
20 Counterclaims.

21 WHEREAS upon receipt of Elvie’s Counterclaims, counsel for Counterclaim Defendants  
22

1 informed Elvie that the named entity is not the subsidiary of Shenzhen Root.

2 WHEREAS counsel for Counterclaim Defendants represented to Elvie that Jinruixing is  
3 not, in fact, an actual corporation and that the entity described in Pan Silin's declaration was  
4 actually Shenzhen Jinruihang Technology Co., Ltd.

5 WHEREAS, the Parties have agreed that Elvie may dismiss Shenzhen Jinruixing  
6 Technology Co., Ltd. from the case without prejudice. Elvie reserves the right to rename Shenzhen  
7 Jinruixing Technology Co., Ltd. if it determines that Shenzhen Jinruixing Technology Co., Ltd. is  
8 in fact Counterclaim Defendants' affiliate.<sup>1</sup>

9 NOW THEREFORE, the parties hereby stipulate and agree, subject to the approval of the  
10 Court, as follows:

11 1. All claims asserted by Elvie against Shenzhen Jinruixing Technology Co.,  
12 Ltd. are dismissed without prejudice.

13 2. Each party shall bear its own costs, expenses, and attorneys' fees incurred  
14 in connection with the claims dismissed by this Order.

15 3. Nothing in this stipulation has any effect on any other claims in this  
16 litigation, including, without limitation, Elvie's claims with respect to the remaining  
17 Defendants named in its Counterclaims.

18  
19 So stipulated and agreed this 22<sup>nd</sup> day of February 2024.

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21 \_\_\_\_\_  
22 1 Elvie notes that it intends to file Amended Counterclaims and does not intend to name  
23 Shenzhen Jinruixing Technology Co., Ltd. as a defendant.

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2 Respectfully submitted,  
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5 /s/ Mark P. Walters  
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17 *Technology Co., Ltd., Hong Kong Lute*  
18 *Technology Co., Limited and Shenzhen*  
19 *Conglin e-Commerce Co., Ltd.*

20 /s/ Nirav N. Desai  
21

22 Nirav N. Desai (*pro hac vice*)  
23 Josephine Kim (*pro hac vice*)  
24 Joseph Kim (*pro hac vice*)  
25 Alex Alfano (*pro hac vice*)  
1 Alex Covington (*pro hac vice*)  
2 Michael Webb (*pro hac vice*)  
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12 *Attorney for Defendant Chiaro Technology,*  
13 *Ltd.*

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5                   **UNITED STATES DISTRICT COURT**  
6                   **WESTERN DISTRICT OF WASHINGTON**  
7                   **AT SEATTLE**

8                   SHENZHEN ROOT TECHNOLOGY CO., LTD.,  
9                   HONG KONG LUTE TECHNOLOGY CO.,  
10                  LIMITED, AND SHENZHEN CONGLIN E-  
11                  COMMERCE CO., LTD.,

12                  Plaintiffs,

13                  v.

14                  CHIARO TECHNOLOGY LTD.,

15                  Defendant.

16                  Case No. 2:23-cv-631

17                  **[PROPOSED] ORDER GRANTING**  
18                  **PARTIES' JOINT STIPULATION OF**  
19                  **DISMISSAL**

20                  The Court, having reviewed and considered Counterclaim Defendants Shenzhen Root  
21                  Technology Co., Ltd., Hong Kong Lute Technology Co., Limited, Shenzhen Conglin e-Commerce  
22                  Co., Ltd., Shenzhen Lutejiacheng Network Technology Co., Ltd. and Shenzhen Jinruihang  
23                  Technology Co., Ltd. and Counterclaim Plaintiff Chiaro Technology Ltd.'s Joint Stipulation of  
24                  Dismissal, it is hereby **SO ORDERED**. Shenzhen Jinruixing Technology Co., Ltd. is hereby  
25                  DISMISSED without prejudice and without an award of costs or fees to any party. The Clerk is  
directed to send copies of this Order to all counsel of record.

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1 DATED this \_\_\_\_ day of \_\_\_\_\_, 2024  
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The Honorable Kymberly K. Evanson  
United States District Court Judge